

**AMENDMENT
TO THE
DECLARATION OF PROTECTIVE COVENANTS
FOR
ARBORS AT AVALON**

2023 5563
Recorded in the Above
DEED Book & Page
05-12-2023 01:33:26 PM
Andrew Westhington - Judge of Probate
St. Clair County, Alabama

WHEREAS, the Arbors at Avalon subdivision (referred to herein as "Subdivision") is a subdivision located in the City of Moody, St. Clair County, Alabama, said subdivision being more particular described in the Map and Survey of Arbors at Avalon, as recorded in Map Book 2007, Page 09, in the Office of the Judge of Probate of St. Clair County, Alabama; and

WHEREAS, certain restrictions or covenants regarding the use and development of the Subdivision have been duly recorded in the Office of the Judge of Probate of St. Clair County, Alabama, in Book 2007, page 7290, entitled "Declaration of Protective Covenants for Arbors at Avalon" (hereinafter referred to as the "Covenants") which run with the land and are binding upon the original owners of the land and any person who acquires any right, title or interest in and to any lot located in the Subdivision, whether title to such property was acquired from the original owners or a subsequent owner of any lot; and

WHEREAS, Section 11.02 of said Covenants grants the authority, by either an affirmative vote of the majority of the Directors or by the affirmative vote of members of the Association, to amend the Declaration of Protective Covenants; and

WHEREAS, pursuant to the procedures set forth in Section 11.02, a unanimous vote of the Board of Directors and an affirmative vote of not less than 2/3 of the total Lots/Members (i.e. 75.9%) was taken to amend the Declaration of Protective Covenants,

NOW THEREFORE, the Declaration of Protective Covenants for Arbors at Avalon shall be amended as follows:

Article VII shall be amended by adding Section 7.17 as follows:

7.17 Rentals or Leasing Prohibition.

- a. No lots or homes on said lots subject to these restrictive covenants may be used for rental or leasing purposes; however, any lot or homes on said lots that is being rented or leased at the time of the approval and adoption of this restrictive covenant shall be considered as grandfather upon proper proof submitted to the Board documenting said status as set forth herein. Grandfathered status of any lot does not transfer to a new owner when title is transferred and said status shall automatically terminate at the time the subject property is sold or otherwise changes ownership.
- b. For the purposes of these restrictive covenants, in the following situations the subject lot is considered to be either rented or leased in violation of this restrictive covenant:
 1. Someone, to the exclusion of the owner and the owner's immediate family, is using and/or occupying the subject property or a portion thereof.
 2. Non-owner occupants have a contractual right to live or to occupy the subject property for any period of time.
 3. In the absence of the owner or the owner's family, someone is occupying/living on the property for more than 15 days.
- c. As a precondition to any property being grandfathered pursuant to this restrictive covenant, the current owner shall provide immediate notification with verifiable proof of said status to the Board with a copy of the lease

and the name of the lessee and a forwarding address for the owner. The Board shall also be notified of any new lease along with a copy of the lease and the name of the lessee.

- d. The Board shall not have discretion to waive any portion of this restrictive covenant excepting only those circumstances of extreme hardship which shall not be solely financial in nature. For the sake of example only, examples of extreme hardship may be mandatory military leave or personal medical crisis. Any exception provided by the Board pursuant to this paragraph shall be temporary or limited in duration.
- e. This provision is not intended to act to discriminate against any protected class, to wrongfully deprive anyone of housing or to violate any provision of the Fair Housing Act. It is the primary intent and interest of this restrictive covenant to protect and to preserve the property values, community standards, compliance with covenants, long-term success of the community, and to protect the quality of life within the community.
- f. Leasing or renting the respective property shall not relieve the owner of liability for compliance with the declarations and covenants contained herein. Tenants shall not be exempt from any rules or covenants identified herein this Declaration of Protective Covenants, but a Tenant shall not have any voting rights otherwise enjoyed by a Member.

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The undersigned President of the Board of Directors hereby agrees and affirms that this Amendment to the Declaration of Protective Covenants for the Arbors at Avalon subdivision is true and correct and fully sets forth the matters as approved.

DONE this 21st day of April, 2023

Charlotte Brammer
President, Board of Directors

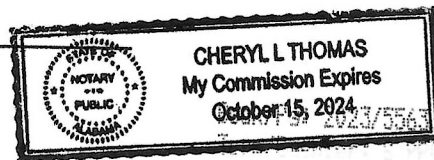
STATE OF ALABAMA)
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I, the undersigned, a Notary Public in and for said County and State, hereby certify that Charlotte Brammer, whose name is signed to the foregoing instrument as President of the Board of Directors on behalf of Arbors at Avalon, and who is known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, he executed the same voluntarily and with full authority on the day the same bears date.

Given under my hand and official seal this the 21 day of April, 2023.

Notary Public Cheryl L Thomas

My Commission expires: _____



Book/Pg: 2023/5563
Term/Cashier: 5 PROB-21-10712 / dwvatt
Tran: 15143.367120.507333
Fees Posted: 05-12-2023 13:34:17
CER Certification Fee 3.00
MHF Mental Health Fee 6.50
PJF Special Index Fee 6.50
REC Recording Fee 6.00
Total Fees: \$ 21.00